

# **EXHIBIT 3**

## **Part 1**

WELLS  
FARGO

## **Business Account Agreement**

**Important legal information,  
disclosures, and terms you  
need to know**

Effective April 1, 2013

Together we'll go far





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# Introduction

## Welcome to your new account

Congratulations on opening your new account. We know you have many choices when selecting a financial institution, and we are glad you chose Wells Fargo.

We hope all of your questions were answered when you opened your account. We understand that you may sometimes have questions about your account and related *services*. This *Agreement* includes the following disclosures applicable to our *business deposit accounts* and related *services* that we have separately provided to you:

- The schedule of the Bank's fees and other account-related information (the "Fee and Information Schedule")
- The Privacy Policy
- The rate sheets for interest-bearing accounts, each as modified by the Bank from time to time and
- Any additional disclosures and information about your account, such as the Bank's collection schedule, that the Bank may provide to you upon request

We value our relationship with you. This booklet explains legal information about your banking relationship with Wells Fargo. You are responsible for ensuring that all *authorized signers* are familiar with this *Agreement*. Unless you have submitted a request to us in writing otherwise, we may communicate information about your account to an *authorized signer* and may treat communications regarding your account that are received from an *authorized signer* as communications from you. You agree to notify the Bank immediately in writing if any *authorized signer's* authority has been terminated.

This *Agreement* governs your account and related *services*, and replaces all prior agreements with the Bank regarding them. By signing the Bank's signature card for your account or using your account or *service*, you will be considered to have received and agreed to this *Agreement*.

You should retain a copy of this *Agreement* (and any information that the Bank provides you regarding changes to this *Agreement*) for as long as you maintain your account with us.

## Terminology

- You, the customer, and any *authorized signer* may also be referred to as "you," "your," or "yours"
- Wells Fargo may also be referred to as "the Bank," "we," "us," or "our"
- This booklet, the *Business Account Agreement*, may also be referred to as *Agreement*
- The companion booklet, the *Business Account Fee and Information Schedule*, may also be referred to as *Schedule*
- Certain words used in this booklet are defined in the *Schedule's* glossary

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## Defined terms

In this *Agreement*, certain words have a special meaning and are therefore defined. You will find certain terms and their definitions in this section and others in the text of this *Agreement*.

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### ***Affiliate***

An *affiliate* is an entity, other than the Bank, that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

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### ***Authorized signer***

An *authorized signer* is a person who has your actual or apparent authority to transact business on your account(s), whether or not such person has signed the signature card or other documentation for your account(s). The Bank may continue to recognize an *authorized signer's* authority until the Bank has received and had a reasonable time to act upon your written modification or revocation of it.

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### ***Available balance***

Your *available balance* is the most current record we have about the funds that are available for withdrawal from your account. For more information, please see the section entitled "Determining your account's *available balance*."

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### ***Business day***

A *business day* is every day except Saturdays, Sundays, and federal holidays.

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### ***Business deposit account***

A *business deposit account* is any deposit account, other than one of the Bank's commercial deposit accounts, that is not held or maintained primarily for personal, family, or household purposes. Examples of *business deposit accounts* include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan, or a governmental unit including an Indian tribal entity.

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### ***Card***

"Card" means the Wells Fargo® Business Platinum Debit Card, the business debit *card*, the business ATM *card*, and business instant debit *card*, and the *Instant ATM Card*<sup>SM</sup> that the Bank may issue to you. It does not include the business deposit card unless otherwise noted. Each of the foregoing "debit cards" may also be referred to as a "check card".

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### ***Deposited item***

A *deposited item* is an *item* (including a non-U.S. *item*) the Bank cashes or collects for you or accepts for deposit to your account.

## Defined terms

### ***Item***

An *item* includes a check, substitute check, purported substitute check, electronic *item*, draft, demand draft, preauthorized draft, remotely created check, remotely created *item*, remotely created consumer *item*, image replacement document, or other order or instruction for the payment, transfer, or withdrawal of funds (including a withdrawal slip and a bill pay instruction), automatic transfer, and electronic transaction (including a wire or an ACH transfer, a consumer ACH debit entry and an ATM and Point-Of-Sale (POS) transaction), any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed, and a cash-in ticket or a deposit adjustment or a photocopy or an image of any of the foregoing.

### ***Overdraft***

An *overdraft* is any event that results in a negative balance in your account.

### ***Paper item***

A *paper item* is an *item* that is in paper form.

### ***Service***

A *service* is any *service* the Bank provides to you including without limitation any Treasury Management *Service*.

### ***Unauthorized transaction***

An *unauthorized transaction* is an erroneous or unauthorized debit, a missing signature, an unauthorized signature, or an alteration, or otherwise a transaction that was not authorized by you.

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## Dispute resolution program; Arbitration agreement

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### Agreement to arbitrate

Except as stated in "No waiver of self-help or provisional remedies" below, you and the Bank agree, at your or the Bank's request, to submit to binding arbitration all claims, disputes, and controversies between or among you and the Bank (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise arising out of or relating in any way to your account(s) and/or service(s), and their negotiation, execution, administration, modification, substitution, formation, inducement, enforcement, default, or termination (each, a "dispute").

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### Governing rules

Any arbitration proceeding will:

- Proceed in a location selected by the American Arbitration Association ("AAA") in the state whose laws govern your account
- Be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between you and the Bank and
- Be conducted by the AAA, or such other administrator as you and the Bank will mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration will be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "rules")

If there is any inconsistency between the terms hereof and any such rules, the terms and procedures set forth herein will control. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party will bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein will be deemed to be a waiver by the Bank of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

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### No waiver of self-help or provisional remedies

This arbitration requirement does not limit the right of either party to:

1. Exercise self-help remedies, including setoff or
2. Obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during, or after the pendency of any arbitration proceeding

This exclusion does not constitute a waiver of the right or obligation of either party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in (1) and (2) of this subsection.



## Dispute resolution program; Arbitration agreement

### Arbitrator qualifications and powers

Any dispute in which the amount in controversy is \$5,000,000.00 Or less will be decided by a single arbitrator selected according to the rules, and who will not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 will be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Each arbitrator will be a neutral attorney licensed in the state whose laws govern your account, or a neutral, retired judge in such state, in either case with a minimum of 10 years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator(s) will decide (by documents only or with a hearing at the discretion of the arbitrator(s)) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator(s) will resolve all disputes in accordance with the substantive law of the state whose laws govern your account and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator(s) will also have the power to award recovery of all costs and fees, to impose sanctions, and to take such other action as deemed necessary to the same extent a judge could pursuant to the federal rules of civil procedure, the state rules of civil procedure for the state whose laws govern your account, or other applicable law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy will not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

### Discovery

In any arbitration proceeding, discovery will be permitted in accordance with the rules. All discovery will be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

### Class actions and consolidations

You and the Bank agree that the resolution of any dispute arising pursuant to the terms of this *Agreement* will be resolved by a separate arbitration proceeding and will not be consolidated with other disputes or treated as a class. Neither you nor the Bank will be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

### Payment of arbitration costs and fees

The arbitrator will award all costs and expenses of the arbitration proceeding.

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## Dispute resolution program; Arbitration agreement

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### Miscellaneous

To the maximum extent practicable, the AAA, the arbitrator(s), you and the Bank will take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. The arbitrator(s), you, or the Bank may not disclose the existence, content, or results thereof, except for disclosures of information by you or the Bank required in the ordinary course of business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between you and the Bank potentially applies to a dispute, the arbitration agreement most directly related to your account or the subject matter of the dispute will control. This arbitration agreement will survive the closing of your account or termination of any *service* or the relationship between you and the Bank.

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### Small claims court

Notwithstanding anything to the contrary, you and the Bank each retain the right to pursue in small claims court any dispute within that court's jurisdiction. Further, this arbitration agreement will apply only to disputes in which either party seeks to recover an amount of money (excluding attorneys' fees and costs) that exceeds the jurisdictional limit of the small claims court.

## Statements and other account-related information

### Mailing statements and other account-related information to you

Except as expressly provided otherwise in this *agreement*, the Bank will mail, send electronically, or otherwise make available to you statements for your account, notices and other information regarding your account or any *service* (collectively, "Account-Related Information") to the postal or electronic address reflected in the Bank's records for your account.

- If your account is in a combined statement, your statement is sent to the first account (master account) in the combined statement.
- A mailed statement will be deemed to have been delivered the second *business day* following the postmark date, or the seventh *business day* following the date on the statement.
- Mailed account-related information will be deemed to have been delivered the first *business day* following the postmark date.
- Statements and account-related information held for pick-up or sent electronically will be deemed to have been delivered when the Bank makes it available to you or sends it to you, respectively.

You will be responsible for providing copies of all account-related information to all co-owners of the account, and all accounts included in the combined statement.

### Your obligation to review statements and account-related information and to notify Bank of errors

Except as expressly provided otherwise in this *Agreement*:

- You agree to promptly and carefully examine each statement for your account and any other account-related information and any paid *items* that are returned with (or described in) a statement or other account-related information and to promptly notify the Bank of and reimburse the Bank for any erroneous credit to your account
- Within 30 days after the Bank mails, sends electronically, or otherwise makes available to you, a statement or other account-related information, you must notify the Bank of any claim for credit or refund due to an *unauthorized transaction*
- Within six months after the Bank mails or otherwise makes the statement or other account-related information available to you, you will notify the Bank of any claim for credit or refund resulting from a forged, unauthorized, or missing endorsement

Such notification is to be made by:

- Calling the telephone number listed on the statement for your account or in the other account-related information for such purpose
- Submitting a written report to the Bank as soon as possible, but in any event, within the time frames specified above

**If you fail to notify the Bank within the time frames specified above, the balance shown on the statement for your account or other account-related information will be conclusively presumed to be correct and the Bank will be released from all liability for the *items* charged to your account and for all other transactions or matters covered by the statement or other account-related information.**

In addition, if you fail to notify the Bank of an *unauthorized transaction* on your account within 30 days after the Bank mails, sends electronically, or otherwise makes available to you the statement or other account-related information containing information describing the *unauthorized transaction*, the Bank will not be liable to you for any *unauthorized transactions* committed by the same person on your account that could have been prevented if you had

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## Statements and other account-related information

complied with your obligations under this subsection. If you notify the Bank of any claim for credit or refund later than required by this subsection, the Bank will assert on your behalf any claim against a third party that the Bank determines in the Bank's sole discretion is permitted under the laws governing your account.

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### Returned, unclaimed statements or other account-related information

Unless otherwise prohibited by the laws governing your account:

- If two or more statements for your account are returned, the Bank may discontinue sending statements for your account and other account-related information to you until you provide a valid address to the Bank
- The Bank may destroy statements for your account and other account-related information that are sent to you and returned to the Bank as undeliverable and
- If the Bank holds the statement for your account or other account-related information for you to pick up and the statement remains unclaimed for 60 days, the Bank may send the statement to the address reflected in the Bank's records for your account or destroy it

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### Address changes for statements for your account and other account-related information

You may instruct the Bank to change the address to which the Bank mails, or the means by which the Bank otherwise makes available, statements for your account and other account-related information at any time. If you are in a combined statement, the owners of the first account (master account) can change the address of all accounts included in the combined statement. The Bank may act on any such instruction purportedly made on your behalf within a reasonable time after the Bank receives such instruction. Unless you instruct the Bank otherwise, the Bank may in its sole discretion change the address only for the accounts you specify or for all or some of your other accounts with the Bank. The Bank may change your address of record if it receives an address change notice from the U.S. Postal Service or if the Bank receives information from a third party in the business of providing correct address information that the address in the Bank's records no longer corresponds to your address.

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### Notices and other mail

Any notice you send the Bank will not be effective until the Bank actually receives it and has a reasonable opportunity to act on it. If there is more than one *authorized signer* on your account, the Bank may send statements and other account-related information to any one of them (unless you have otherwise instructed the Bank in writing). You assume the risk of loss in the mail. Any notice the Bank sends you will be effective when mailed or otherwise made available to you.

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### Contacting you regarding servicing and/or collections

You agree, in order for us to *service* the account or to collect any amounts you owe, we may from time to time make calls and/or send text messages to you at any telephone number(s) associated with your account, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system. You further agree that, in order for us to *service* the account or to collect any amounts you owe, we may send e-mails to you at any e-mail address you provide to us.



## Statements and other account-related information

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### Copies of cancelled paper item

You can order a copy of a cancelled *paper item* by calling the Bank at the number provided on the statement for your account. When ordering a copy of a cancelled *paper item*, you need to give the Bank your name, account number, *paper item* number, *paper item* amount, and posting date of the *paper item* as shown on the statement for your account. The copy you request will be mailed or otherwise provided to you.

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### Electronic communications

If you provide the Bank with an electronic address to which the Bank may send electronic communications to you, you agree that the Bank may send to you by electronic communication any information that the laws governing your account require be sent to you in writing, provided such electronic communication does not violate the laws governing your account. "Electronic communication" means a message transmitted electronically in a format that allows visual text or images to be displayed on equipment such as a personal computer monitor.

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### Combined statements

The Bank will automatically provide to you a statement reflecting your account activity for each statement period. To reduce the number of statements you receive each month, the Bank may combine statements if you have more than one deposit account. If you do not want your account automatically combined by the Bank, you can opt-out by going into a store or calling the number on your statement.

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## Fraud prevention

### Protection against unauthorized items

You acknowledge that there is a growing risk of losses resulting from unauthorized *items*. The Bank offers *services* that provide effective means for controlling the risk from unauthorized *items*. These *services* include:

- Positive pay, or positive pay with payee validation, or reverse positive pay (each offered by the Bank in conjunction with the Bank's Account Reconciliation Plan *service*)
- ACH fraud filter and
- Payment Authorization *service*

If the Bank has expressly recommended that you use one or more of these *services* (or any other *service* related to fraud prevention that the Bank offers after the date of this *Agreement*) and you either decide not to use the recommended *service* or fail to use the recommended *service* in accordance with the applicable *service* description or other Bank documentation applicable to the *service*, you will be treated as having assumed the risk of any losses that could have been prevented if you had used the recommended *service* in accordance with the applicable *service* description or applicable documentation.

### Lost or stolen paper items; Unauthorized items

If any of your unissued *paper items* has been lost or stolen, or if you learn that unauthorized *items* are being issued on your account, you agree to notify the Bank at once. To the extent that your failure to so notify the Bank hampers the Bank's ability to prevent loss, the Bank will be relieved of any liability for such *items*. Upon receipt of any such notice, the Bank may at its sole discretion and without any liability to you take one or more of the following actions:

- Close your account and open a new account for you
- Dishonor any *paper item* you or an *authorized signer* have indicated may have been lost or stolen (unless you or an *authorized signer* subsequently have instructed the Bank to honor such an *item*) or
- Pay any *paper item* presented for payment on your account, provided you have instructed the Bank to pay such *paper item* and given the Bank the number of that *paper item*

If the Bank opens a new account for you and you have authorized a third party to automatically make regular deposits to or withdrawals from your account (such as wire or ACH transfers), the Bank will have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you due to your failure to notify that third party in a timely fashion of the number of your new account.

## Fraud prevention

### Preventing misuse of your account

You agree to take reasonable steps to ensure the integrity of your internal procedures with respect to your account and *items* drawn on your account or deposited to it. To help prevent embezzlement and protect your business assets, the Bank recommends that you:

- Assign responsibilities for your account to multiple individuals. Those who reconcile statements for your account should be different from those who issue *items* drawn on your account.
- Reconcile statements for your account as you receive them and notify the Bank immediately of any problem
- Contact the Bank immediately if you do not receive the statement for your account when you would normally expect to
- Watch for *paper items* cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure your supply of *paper items* at all times. Stolen *paper items* are a common method of embezzlement.
- Periodically reassign accounting duties such as reconciling your account or making a deposit
- Review your transaction activity for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate embezzlement.
- Destroy any *paper item* that you do not intend to use
- Use tamper resistant *paper items* at all times
- Notify the Bank immediately when an *authorized signer's* authority ends so that his/her name can be removed from all signature cards and online banking access, and any *cards* that the Bank has issued to him/her can be cancelled
- Do not sign blank *paper items*
- Obtain insurance coverage for these risks

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## Claims of unauthorized transactions; The Bank's rights and liability

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### Investigation by the Bank; Your agreement to cooperate

The Bank will investigate any transaction that you have reported to the Bank as unauthorized (a "claim of *unauthorized transaction*"). You agree to:

- Submit your claim of *unauthorized transaction* in writing to the Bank by completing or obtaining a declaration under penalty of perjury describing your claim of *unauthorized transaction* (in an affidavit form approved by the Bank, if so requested)
- File a police report
- Complete and return to the Bank any documents requested of you
- In all respects cooperate fully at your expense with the Bank in its investigation of your claim of *unauthorized transaction*

The Bank will have the right to reverse any credit made to your account if you fail to sign such documents, cooperate fully with the Bank's investigation of your claim of *unauthorized transaction* or the Bank's efforts to recover funds related to your claim of *unauthorized transaction*; or if the Bank determines that the transaction that gave rise to your claim of *unauthorized transaction* was proper.

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### Standard of care

The Bank will meet its standard of care for your account, provided the Bank exercises ordinary care in the transaction at issue. When the Bank takes an *item* for processing by automated means, "ordinary care" does not require that the Bank examine the *item*. In all other cases, "ordinary care" requires only that the Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. The Bank's policies and procedures are general internal guidelines for the Bank's use and do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your account. A mere clerical error or an honest mistake will not be considered a failure of the Bank to perform any of its obligations. If the Bank waives any of its rights as to you or your account on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion.

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### Limitation of liability; Indemnification

**Whether in connection with your account or a service, in no event will either party to this Agreement or its respective directors, officers, employees, or agents be liable to the other party for any special, consequential, indirect or punitive damages, whether any claim is based on contract or tort or whether the likelihood of such damages was known to either party.** The foregoing limitation of liability will not apply where expressly prohibited by the laws governing your account. The Bank will not have any liability to you if there are not sufficient available funds in your account to pay your *items* due to actions taken by:

- The Bank in accordance with this *Agreement* or
- Any third party

Except to the extent that the Bank fails to exercise ordinary care or breaches this *Agreement*, you agree to indemnify and hold the Bank and its directors, officers, employees, and agents harmless from all claims, demands, losses, liabilities, judgments, and expenses (including their attorneys' fees and legal expenses) arising out of or in any way connected with the Bank's performance under this *Agreement*. You agree that this indemnification will survive the closing of your account and the termination of any *service*.

## Claims of unauthorized transactions; The Bank's rights and liability

### Adverse claims

If any person or entity makes a claim against funds in your account, or if the Bank believes that a conflict exists between or among the *authorized signers* on your account or that there is a dispute over matters such as the ownership of your account or the authority to withdraw funds from your account, the Bank may, without any liability to you, take one or more of the following actions:

- Continue to rely on the Bank's records to determine the ownership of or the identity of the *authorized signer(s)* for your account
- Honor the claim upon receipt of evidence satisfactory to the Bank to justify such claim
- Freeze all or a part of the funds in your account until the dispute is resolved to the Bank's satisfaction
- Close your account and send a check for the *available balance* in your account payable to you or to you and each claimant or
- Pay the funds into an appropriate court.

The Bank may charge your account for expenses (including attorney's fees and expenses) and fees the Bank incurs.

### Legal process

The Bank may accept and act on any legal process that it believes is valid, whether served in person, by mail or by electronic notification, at any location of the Bank. "Legal process" includes a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure, or other legal process relating to your account. Any such legal process is subject to the Bank's security interest and right of setoff. The Bank will not notify you of a grand jury subpoena affecting you or your account. Any fees or expenses the Bank incurs in responding to any such legal process may be charged against any account you maintain with the Bank.

### "Freezing" your account

As part of the Bank's loss prevention program, when the Bank suspects that irregular, unauthorized, or unlawful activities may be occurring in connection with your account, the Bank may "freeze" (or place a hold on) the balance in your account (and in other accounts you maintain with the Bank) pending an investigation of such suspected activities. If the Bank freezes your account, the Bank will give any notice required by the laws governing your account.

### Force majeure

Neither party to this *Agreement* will be deemed to be in default of any of its obligations under this *Agreement* if its performance is delayed, hindered, or becomes impossible because of any act of God or of any public enemy, hostilities, war (declared or undeclared), guerilla or terrorist activities, act of sabotage, blockade, earthquake, flood, landslide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, sickness, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure, or any cause beyond the control of either party.

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## Claims of unauthorized transactions; The Bank's rights and liability

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### **Your insurance coverage**

Many businesses carry special insurance for employee fraud/embezzlement. If you do, the Bank reserves the right to require that you file your claim with your insurance company before making any claim against the Bank. In such event, the Bank will consider your claim only after the Bank has reviewed your insurance company's decision, and the Bank's liability to you, if any, will be reduced by the amount your insurance company pays you.

## Substitute checks

A federal law, known as the "Check Clearing for the 21st Century Act" or "Check 21," took effect on October 28, 2004. This law provides for an instrument called a "substitute check." A substitute check contains an accurate copy of the front and back of the original draft and bears the legend: "This is a legal copy of your check. You can use it the same way you would use the original check." As noted in the legend, a substitute check is the same as the original draft for all purposes, including proving that you made a payment. Any *paper item* you issue or deposit that is returned to you may be returned in the form of a substitute check. Even if you have cancelled *items* returned with the statements for your account, the Bank may in its sole discretion withhold substitute checks therefrom. You agree that you will not transfer a substitute check to the Bank, by deposit or otherwise, if the Bank would be the first financial institution to take the substitute check, unless the Bank has expressly agreed in writing to take it.

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## Deposits to your account

### General

Unless otherwise agreed in writing, the Bank may, without inquiry, accept a deposit to your account at any time, from any person or entity, made in any manner including without limitation a deposit based on an image of an *item*. The Bank may also refuse to accept all or any part of any deposit. The Bank may require that you deposit an *item* that is made payable to you to your account, instead of permitting you to cash the *item*.

### Collection items

The Bank may, in its sole discretion and with notice to you, handle a *paper item* as a collection *item*, instead of as a deposit. This means the Bank sends the *item* to the issuer's bank for payment and credits your account when the Bank receives payment for the *item*. If the *item* is returned unpaid, the Bank will return the *item* to you.

### Endorsements

This subsection applies if an endorsement is necessary for the transfer or negotiation of an *item*. You authorize the Bank to supply your endorsement on any *item* that the Bank takes for collection, payment, or deposit to your account. You also authorize the Bank to collect any unendorsed *item* that is made payable to you without first supplying your endorsement, provided the *item* was deposited to your account. The Bank may refuse to pay any *item* or accept any *item* for deposit or collection unless it is able to verify to its satisfaction that all of the necessary endorsements are present on the *item*. For example, the Bank may require that all endorsers be present at the time that an *item* is presented to the Bank for payment or accepted for deposit or collection.

### Material appearing on the back of items; Check legends

You are responsible for losses incurred by any person that cashes or accepts your *paper items* for deposit, if:

- The loss is due to a delay in the return of the *item* and
- The delay is caused by material appearing on the back of the *item* when it was issued or transferred by you

This material may include, but is not limited to, carbon bands, blacked out areas, and printed or written text or numbers. You are responsible for all losses, claims, damages, or expenses that result from a restrictive legend or notation on your *paper items*.

### Breach of warranties

If you breach any warranty that you make under the laws governing your account or rule with respect to any *item*, you will not be released or otherwise discharged from any liability for such breach so long as the Bank notifies you of the breach within 120 days after the Bank learns of the breach. If the Bank fails to notify you within this 120-day period, you will be released from liability and discharged only to the extent that the Bank's failure to provide you notice within such time period caused a loss to you.



## Deposits to your account

### When deposits are credited to your account

All over-the-counter deposits or ATM deposits to your account which are received before the Bank's established cutoff time on any *business day* will be credited (and will be considered deposited) to your account as of the close of business that day, and will be reflected in that day's ledger balance for your account. All other deposits (such as cash letter or lockbox) will be processed in accordance with the written agreements governing such deposits or, if there is no written agreement, banking practice. All deposits received after the Bank's established cutoff time on a *business day* or at any time on a day which is not a *business day* will be credited (and will be considered deposited) to your account at the end of the next *business day*. Deposits placed in one of the Bank's "night depositories" before the established deadline on any *business day* will be credited to your account at the close of business on that same day. All other deposits placed in the "night depository" will be credited to your account at the end of the next *business day*.

### Use of funds

Your use of funds deposited to your account will be governed by the Bank's separately disclosed collection schedule and, if your account is a checking account, funds availability policy. The Bank's collection schedule describes when deposits of *items* that satisfy certain criteria will be considered collected. A fee may be charged in connection with any use of uncollected funds permitted by the Bank. The then-current rate will appear on the statement for your account. The Bank's funds availability policy describes when funds deposited to your checking account will be available to be used for all purposes. The Bank may change its collection schedule and funds availability policy from time to time without prior notice to you.

### Deposits at affiliates

You may make deposits to your account(s) at an *affiliate*, provided the *affiliate* agrees. If you make a deposit to your account at an *affiliate*, that *affiliate's* collection schedule and funds availability policy will determine when the funds deposited to your account will be considered collected and available.

### Deposits of non-U.S. items

The Bank may refuse to accept for deposit or collection an *item* that is payable in currency other than U.S. Dollars or an *item* that is not drawn on a financial institution chartered in the U.S. (each, a "non-U.S. *item*"). If the Bank accepts a non-U.S. *item* for deposit or collection, you accept all risk associated with foreign currency fluctuation (exchange rate risk) and with any late return of the non-U.S. *item*. You agree that the Bank may use the Bank's current buying and selling rate, as applicable, when processing a non-U.S. *item* and may recover from your account any loss the Bank incurs as a result of processing such an *item* for you. The Bank reserves the right to place longer holds on non-U.S. *items* than the time frames specified in the Bank's funds availability policy for *deposited items*.

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## Deposits to your account

### Acts and omissions of other financial institutions

When the Bank cashes or collects an *item* for you or accepts an *item* for deposit to your account (each of which is referred to in this *Agreement* as a "*deposited item*"), the Bank is not liable for the insolvency, neglect, misconduct, mistake, or default of another bank or person, or for the loss or destruction of the *item* or of a notice of nonpayment in transit or in the possession of others. If a *deposited item* is lost or misrouted during the collection process:

- The Bank will have no responsibility to you for the actions or inactions of any collecting bank
- The Bank may charge your account for the amount of the *deposited item* (and reverse any interest that may have accrued to your account in connection with the *deposited item*) and
- You agree to cooperate with the Bank in recreating the *deposited item*

### Deposited items returned

The Bank has the right to charge back to or otherwise debit any of your account(s) for any *deposited item* that is returned (and to assess any associated fees and reverse or recover any associated interest that may have accrued), even if you have made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided the Bank does not have actual knowledge that such deadline has expired or, having such knowledge:

- The Bank concludes that the *deposited item* has been returned in accordance with the laws governing your account or a rule (including a clearing house rule) or
- The Bank has received a breach of warranty claim in connection with the *deposited item*

The Bank has the right to pursue collection of such *deposited item*, even to the extent of allowing the payor bank to hold the *deposited item* beyond the midnight deadline in an attempt to recover payment. The Bank may, without notice to you, redeposit a returned *deposited item* and represent it for payment by any means (including electronic means), unless the Bank has received instructions from you not to redeposit such *deposited item*. The Bank will have no liability for taking or failing to take any action to recover payment of a returned *deposited item*.

If one of your *deposited items* is returned with a claim that there is a breach of warranty (for example, that it bears a forged endorsement or is altered in any way), the Bank may debit your account for the amount of the *item* (plus any associated fees) and pay the amount to the person or entity making the claim. The Bank is under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense. The Bank need not give you any prior notification of its actions with respect to the claim. You agree to immediately repay any *overdraft* caused by the return of a *deposited item*.

### Direct deposits returned by the Bank

If, in connection with a direct deposit plan, funds are deposited to your account and later returned to the originator, the Bank may deduct the amount from that, or any other, account you maintain, without prior notice and at any time, except as prohibited by the laws governing your account. The Bank may also use any other legal remedy to recover the amount.



## Deposits to your account

### Reconstructing lost or destroyed deposited items

If a *deposited item* is lost or destroyed during processing or collection (either at the Bank or at another point in the payments system), you agree to cooperate fully with the Bank to reconstruct the *deposited item* by promptly:

- Providing the Bank with a copy of the front and back of the *deposited item* from your or the issuer's records
- Asking the issuer to place a stop payment on it (at the Bank's expense) and issue a replacement *item* to you (if the *deposited item* has not been paid) or
- Reviewing your records and other information and conducting any additional research as may be reasonable to determine the issuer's identity (if you do not know the identity of the issuer of the *deposited item*)

If you fail to cooperate with the Bank, the Bank may, at any time and without advance notice to you, reverse or otherwise adjust any credit made to your account for a lost or destroyed *deposited item*.

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## Funds availability policy

### General

The Bank's policy is to make funds from your check deposits to your checking and savings accounts (in this Policy, each an "account") available to you on the first *business day* after the day the Bank receives your deposit. Incoming wire transfers, electronic direct deposits, cash deposited at a teller window or at Wells Fargo ATMs, and the first \$100 of the first check deposit on a *business day* made through a Wells Fargo ATM will be available on the day the Bank receives the deposit. Certain electronic credit transfers, such as those through card networks or funds transfer systems, will be available on the first *business day* after the day we receive the transfer. Once they are available, you can withdraw the funds in cash and the Bank will use the funds to pay checks and other items presented for payment and fees and expenses you have incurred in connection with your account.

### Determining the day of receipt

For determining the availability of your deposits, every day is a *business day*, except Saturdays, Sundays, and federal holidays. If you make a deposit before the Bank's cutoff time on a *business day* that the Bank is open, the Bank will consider that day to be the day of your deposit. However, if you make a deposit after the Bank's cutoff time or on a day the Bank is not open, the Bank will consider that the deposit was made on the next *business day* the Bank is open. Cutoff times may vary by location and are posted in each store. The earliest cutoff time for a store is 2:00 p.m. local time. Cutoff time for Checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

### Longer delays may apply

In some cases, the Bank will not make all of the funds that you deposit by check available to you on the first *business day* after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second or third<sup>1</sup> *business day* after the day of your deposit. The first \$200 of your deposits, however, may be available on the first or second<sup>1</sup> *business day*.

If the Bank is not going to make all of the funds from your deposit available on the first *business day*, the Bank will notify you at the time you make your deposit. The Bank will also tell you when the funds will be available. If your deposit is not made directly to one of the Bank's employees, or if the Bank decides to take this action after you have left the premises, the Bank will mail you the notice by the first *business day* after the Bank receives your deposit.

If you will need the funds from a deposit right away, you should ask the Bank when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- The Bank believes a check you deposit will not be paid
- You deposit checks totaling more than \$5,000 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as failure of computer or communications equipment

The Bank will notify you if the Bank delays your ability to withdraw funds for any of these reasons, and the Bank will tell you when the funds will be available. They will generally be available no later than the seventh or eighth<sup>1</sup> *business day* after the day of your deposit.

## Funds availability policy

### Special rules for new accounts

During the first 30 days your account is open, if we delay the availability of your deposit, the following additional special rules will apply:

- The first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks and U.S. Postal Service money orders made payable to you will be available on the first *business day* after the day of your deposit. The excess over \$5,000 will be available on the seventh *business day* after the day of your deposit.
- Funds from all other check deposits will be available on the seventh or eighth<sup>1</sup> *business day* after the day of your deposit. The first \$200 of a day's total deposits of funds from all other check deposits, however, may be available on the first or second<sup>1</sup> *business day* after the day of your deposit.
- We will notify you if we delay your ability to withdraw funds and we will tell you when the funds will be available.

### Holds on other Funds (check cashing)

If the Bank cashes a check for you that is drawn on another bank, the Bank may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check the Bank cashes would have been available if you had deposited it.

### Holds on other Funds (other accounts)

If the Bank accepts a check for deposit that is drawn on another bank, the Bank may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with the Bank. The funds in the other account would then not be available until the time periods that are described in this policy.

### Delays on other funds

Funds from any deposit (cash or checks) into accounts domiciled in Iowa and Nebraska made at eligible non-Wells Fargo ATMs in those same states will not be available until the third *business day* after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified on our machines as "Wells Fargo".

<sup>1</sup> The Bank may delay availability of funds by one additional *business day* for certain checks deposited at a Bank location in Alaska. This right applies only if the check is drawn on or payable at or through a paying bank not located in Alaska.

## Withdrawals from your account

### Determining your account's available balance

Your *available balance* is the most current record we have about the funds that are available for withdrawal from your account. In determining whether you have sufficient funds to cover a transaction, we will consider all transactions that have posted to your account, any holds that may be in place on deposits you have made, and pending transactions (such as pending debit *card* purchases or ATM withdrawals) that the Bank has authorized but that have not yet posted to your account.

**Please note it is still possible for you to overdraw your account even though the *available balance* appears to show there are sufficient funds to cover a transaction that you want to make.** The *available balance* does not reflect all your outstanding checks, automatic bill payments (such as ACH and recurring debit *card* transactions) that you have authorized, or other transactions that have not been paid from your account. For example, when you write a check, the payee may not present the check to us for payment on the same day, so the outstanding check will not be reflected in your *available balance*.

Also, your *available balance* may not reflect all of your *card* transactions. For example, if a merchant does not submit a one-time debit *card* transaction for payment within three (3) *business days* of authorization (or for up to thirty (30) *business days* for certain types of debit or ATM *card* transactions, including but not limited to, car rental transactions, cash transactions, and international transactions), we must release the authorization hold on the transaction. The *available balance* will not reflect this transaction until it has been received by us and paid from your account. See the section entitled "Authorization holds for *card* transactions" for information about how authorization holds affect your *available balance*.

Finally, your *available balance* may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, see the section entitled "Funds availability policy."

### Order of posting; Categories of items

We post transactions during our nightly processing each *business day*. Generally, we first post deposits or incoming transfers received before the deposit cutoff time that day. We then post your withdrawals (such as ATM, debit *card* or check transactions) that have been received for payment from your account. We pay some categories (or types) of transactions, such as debit *card* transactions, before other types of transactions, such as checks. The order in which *items* are posted to your account will depend upon a number of factors. For example, in connection with our process of posting *items*, we have the right to (i) establish different categories of *items*, (ii) establish a posting order for each category of *item(s)*, and (iii) establish different posting orders for *items* within each category. Except to the extent limited by federal regulatory and judicial authorities, we have the right to change any of the factors described in (i), (ii) and (iii) listed above at any time without notice to you.

Establishing categories of *items*. We group *items* into categories defined by us. For example, we may group *card* transactions into one category, and group checks into another category. A single category established by us may include more than one type of *item*.

Establishing a posting order for each category of *item(s)*. We pay some categories (or types) of transactions, such as debit *card* transactions, before other types of transactions, such as checks.

Establishing a posting order of *items* within a single category. If there are multiple transactions within a category, the order in which the transactions are posted will vary depending on the type of transaction.



## Withdrawals from your account

For example, we will pay the most common types of transactions in the following order:

- ATM, debit *card*, Wells Fargo Online Bill Pay, account transfers, teller cashed checks and teller cash withdrawals – transactions will be sorted by the date the transaction was conducted. For a debit *card* transaction, if a merchant does not seek pre-authorization from the Bank at the time of the transaction, we will use the date the transaction is received for payment from your account. If there are multiple transactions on a date, those transactions will be sorted by time (where that information is available to our posting systems); the remaining transactions on that date will be sorted and paid from lowest to highest dollar amount.
- Checks and automatic payments (also known as ACH)

### All states except Nevada

If there are multiple transactions, the transactions will be sorted and paid from highest to lowest dollar amount.

### Nevada only

If there are multiple transactions, the transactions will be sorted in sequential order if the *item* has a serial number. *Items* without a serial number will be paid from highest to lowest dollar amount.

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### Relation between posting order and overdrafts/returned items

On any given *business day*, if we receive more than one *item* for payment and if we determine there are sufficient funds to pay one or more but not all of the *items*, then the number of *items* paid and the *overdraft* and returned *item* fees assessed could be affected by the order that we choose to post those *items*. For example, if we post *items* in the order of highest to lowest dollar amount, the total number of *overdraft* and returned *item* fees you are charged could be larger than if we were to post the *items* in a different order.

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### Paper items presented over-the-counter for payment by a non-customer

If a *paper item* drawn against your account is presented over-the-counter for payment by a person who does not have a deposit account at the Bank, the Bank may charge a fee to the person presenting the *paper item* as a condition for payment of the *paper item*. You should contact your banker if you have questions or if you are required for any reason to have a place where your *paper items* can be cashed without a fee. The Bank may require identification acceptable to the Bank and not prohibited by the laws governing your account, including a fingerprint of the person presenting the *paper item*. The Bank may dishonor the *paper item* if the person refuses to pay this fee or provide the identification the Bank requests.

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### Large cash withdrawals and deposits

If you want to cash a check (or make a cash withdrawal from your account) for a very large amount, the Bank may require five *business days'* advance notice so that it can order the cash from its vault. The Bank may, but is not obligated to, require that you provide adequate security when you pick up the cash and may also require that you pick up the cash at the Bank's central vault or other location. If you want to deposit cash for a very large amount, the Bank may, but is not obligated to, require that you provide adequate security or exercise other options to mitigate possible risks.

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### Withdrawals at affiliates

You may make withdrawals from your account at an *affiliate*, provided the *affiliate* agrees. If an *affiliate* cashes an *item* for you, the Bank may place a hold on your account(s) for a corresponding amount of funds. If the *item* is later returned to the *affiliate* for any reason, the bank may debit one or more of your accounts for the amount of the *item*.

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## Withdrawals from your account

### Items resulting from your disclosure of your account number

If you voluntarily disclose your account number to another person orally, electronically, in writing, or by some other means, and the Bank determines that the context of such disclosure implies your authorization to debit your account, the Bank may treat such disclosure as your authorization to that person to issue *items* drawn on your account.

### Missing signatures; Alterations; Forgeries

The Bank will have no responsibility for reviewing the number or combination of signatures on an *item* drawn on your account. This means that if you have indicated that more than one signature is required in connection with an *item* drawn on your account, the Bank will have no liability to you if a transaction is conducted on or through your account contrary to the signature requirements you have specified, provided at least one of the required signatures appears on the *item*. The Bank will have no liability to you for failing to detect a forgery of your signature or an alteration of one of your *items*, if the forgery or alteration is such that a reasonable person could not reasonably be expected to detect it.

### Dates and special instructions on paper items

The Bank may, without inquiry or liability, pay one of your *paper items* even though:

- Special instructions written on the *paper item* indicate that the Bank should refuse payment (e.g., "Void after 30 days," "Paid-in-full," or "Void over \$100")
- The *paper item* is stale-dated (e.g., it bears a date that is more than six months in the past), even if the Bank has knowledge of the date on the *paper item*
- The *paper item* is post-dated (e.g., it bears a date in the future), unless you or an *authorized signer* have given the Bank a notice of post-dating or
- The *paper item* is not dated

In addition, the Bank may pay in U.S. dollars the amount that has been MICR-encoded on your *paper item*, even though you have purportedly drawn the *paper item* in a foreign currency.

### Facsimile or mechanical signatures

If you have elected to use a facsimile or other mechanical signature (including a stamp) to sign or endorse *paper items*, the Bank may rely on that signature (or any signature that purports to be your facsimile or other mechanical signature) as your authorized signature without regard to when or by whom or by what means or in what ink color such signature may have been made or affixed to a *paper item* deposited to, drawn on, or otherwise debited to your account.

### Consumer ACH debit entries

Under the ACH operating rules, certain types of ACH debit entries may only be presented on a consumer account (each, a "consumer ACH debit entry"). The Bank will have no obligation to pay, and no liability for paying, any consumer ACH debit entry on your account.

### The Bank's right to require notice

If your account is a Negotiable Order of Withdrawal account ("NOW account") or savings account, then in accordance with Federal Reserve Board Regulation D, the Bank reserves the right to require seven days written notice before you withdraw money from your account.

## Stop payment orders; Notices of post-dating

### General

"Stop payment order" refers to both an order to the Bank not to pay a *paper item* and to a notice of post-dating. To be effective, a stop payment order must be received in a time and manner that gives the Bank a reasonable opportunity to act on it before paying, accepting, certifying, cashing, or otherwise becoming obligated to pay your *paper item* as provided in the Uniform Commercial Code. Each stop payment order is subject to the Bank's verification that the *paper item* described in the order has not been paid. This verification may occur subsequent to the time the Bank accepts the stop payment order.

### Content of stop payment order

The Bank requires the exact:

- Name of the payee
- Number of your account on which *paper item* is drawn
- *Paper item* amount and
- The *paper item* number or a range of *paper item* numbers

The Bank may, at its sole discretion, use only a portion of the required information in order to identify a *paper item*. Failure to provide correct and complete information may make it impossible for the Bank to stop payment of a *paper item*. You agree to indemnify and hold the Bank and its *affiliates*, officers, directors, employees, consultants, shareholders, and agents harmless from and against any loss incurred by the Bank as a result of the Bank's paying a *paper item* if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of the Bank's not paying a *paper item* for which a valid stop payment order is in effect).

### Effective period of stop payment order; Renewal; Revocation

The Bank need not honor a written stop payment order for more than six months. You must renew a stop payment order if you do not want the stop payment order to expire after six months. Each renewal is treated as a new stop payment order. The Bank may pay a *paper item* after a stop payment order has expired, even though the *paper item* is more than six months old. An instruction to revoke a stop payment order must be received in a time and manner that gives the Bank a reasonable opportunity to act on it.

### Liability to holder in due course

Notwithstanding the Bank's timely return of any *paper item* due to a valid stop payment order, you may still be liable under the laws governing your account for the amount of that *item*.

### Paper items paid over valid stop payment orders

If the Bank pays a *paper item* over a valid stop payment order, then the Bank will credit your account for the amount of loss you prove has occurred, or the face amount of the *paper item*, whichever is less. The Bank may charge your account for the amount of a post-dated *paper item* on or after the date of the post-dated *paper item*, unless you have given the Bank a new stop payment order.

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## Overdrafts; Security interest; The Bank's right to setoff

### Overdrafts and non-sufficient funds

#### General

It is important to keep track of the funds in your account that are available for you to use before you write a check, make a cash withdrawal at an ATM, or use your *card* for a purchase. We encourage you to manage your funds responsibly by keeping track of transactions using the tools that suit you – keeping a running balance in your checkbook, using online alerts, and checking your *available balance* online, by phone, or at a Wells Fargo ATM. Don't forget to keep track of your outstanding checks or automatic bill payments you may have authorized, as your *available balance* will not reflect these transactions until they are paid from your account. As discussed in the section entitled "Determining your account's *available balance*," our record of your *available balance* may also not reflect all of your *card* transactions, including transactions that have been authorized but not yet submitted by the merchant for payment. Do not assume that you can make a covering deposit before an *item* is presented for payment because your deposit may not be immediately available for withdrawal and *items* are often presented for payment very quickly. (See our funds availability policy for complete details).

#### Overdraft protection plans

If you enroll in an *overdraft* protection plan (such as a linked savings or credit card account) and there are sufficient available funds under that plan to cover the amount of the *overdraft*, we will pay the *item*, and an *overdraft* protection transfer or advance fee will apply. If there are insufficient available funds under that plan to cover the amount of the *overdraft*, the following terms apply:

**For ATM and one-time debit card transactions** (also known as everyday debit *card* transactions):

- We have the right to either (i) decline the transaction or (ii) pay the transaction by transferring available funds under the *overdraft* protection plan to the account and creating an *overdraft* in your account in the amount of the difference between the amount of the transaction and the amount transferred.
- If you have requested that we not pay *overdrafts* for these types of transactions, and your account nonetheless becomes overdrawn, we will not charge you for the resulting *overdraft*. However, we are permitted to transfer any available funds under the *overdraft* protection plan to your account, and you will be subject to any fees in accordance with the terms governing that plan.
- **For *items* other than ATM and one-time debit card transactions**, we have the right to either (i) return the *item* or (ii) pay the *item* by transferring available funds under the *overdraft* protection plan to the account and creating an *overdraft* in your account in the amount of any difference between the amount of the *item* and the amount transferred.

#### Overdrafts

If you do not have an *overdraft* protection plan, the actions we are authorized to take with respect to a transaction creating an *overdraft* depends upon the type of *item* involved in the transaction.

- **ATM and one-time debit card transactions.** We reserve the right on a case-by-case basis, to authorize and pay, at our discretion, an ATM or one-time debit *card* transactions if it appears from your *available balance* that allowing the transaction will result in an *overdraft* to your account. If you have requested that we not pay *overdrafts* on these transactions, we will not charge you an *overdraft* fee if an ATM or one-time

## Overdrafts; Security interest; The Bank's right to setoff

debit *card* transaction pays into *overdraft*, but you must immediately repay the resulting *overdraft*. Information about how you may request that we not pay ATM and one-time debit *card* transactions that create *overdrafts* is separately provided.

- **Items other than ATM and one-time debit card transactions.** We have the right to take the following actions without prior notice to you if we receive an *item*, other than an ATM or one-time debit *card* transaction, for payment against your account and there are insufficient funds in your account to cover the *item*:
  - Pay the *item* and create an *overdraft* to your account, or
  - Return or decline the *item*.

We will in no instance be obligated to pay an *item* and create an *overdraft* even if we may have previously established a pattern of honoring or dishonoring such an *item*. Any negative balance on your account is immediately due and payable, unless we agree otherwise in writing, and you agree to reimburse us for the costs and expenses (including attorney's fees and expenses) we incur in recovering the negative balance (including *overdraft* and associated fees).

### Overdraft protection plans

The Bank offers a number of *overdraft* protection plans to help you avoid the inconvenience and expense of *overdrafts* and returned *items*. If there is an *overdraft* in your checking account, the Bank will automatically access available funds in the Wells Fargo account(s) you have linked to your checking account for *overdraft* protection to cover the *overdraft* so the available balance in your checking account is sufficient to cover paid *items* and/or notices of presentment (pending authorized POS transactions).

- You may link one savings account and one credit card or line of credit account (each, a "credit account"), except where expressly prohibited by the laws governing your account
- See your credit agreement for the terms governing *overdraft* protection advances from your credit account
- If you link both a savings account and credit account as *overdraft* protection, you can designate the account you want the Bank to access first
- If you do not designate an account, the Bank will access funds in your savings account first, then from your credit account, up to the available credit pursuant to your credit agreement. If there is not enough credit or funds available in the account(s) you have linked for *overdraft* protection to cover the entire amount of an *item* presented for payment, the Bank may take any of the actions described in the subsection, "*Overdrafts and non-sufficient funds*," above.
- The account to which the Bank charges its *overdraft* protection transfer fee depends on the account accessed for *overdraft* protection. When the Bank accesses funds in your linked savings account, the Bank's fee is charged to your checking account. See "Service fees" in the Bank's *Fee and Information Schedule* applicable to your account. When the Bank accesses funds in your linked credit account, the Bank's fee is charged to that linked credit account in accordance with your credit account agreement.

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**Overdrafts; Security interest; The Bank's right to setoff****Security interest; The Bank's right to setoff**

To secure your performance of this *Agreement*, you grant the Bank a lien on and security interest in your account and your accounts with any *affiliate*. In addition, you acknowledge that the Bank may setoff against any account(s) you own in whole or in part at the Bank or any *affiliate* (including matured and unmatured CDs) for any obligation you owe the Bank at any time and for any reason as allowed by the laws governing your account. These obligations include both secured and unsecured debts and debts you owe individually or together with another person. The Bank may consider this *Agreement* as your consent to the Bank's asserting its security interest or exercising its right of setoff should the laws governing your account require your consent. If the account is an unmatured CD, the Bank may deduct any early withdrawal fee that may be due as a result of the Bank having exercised its right of setoff. The rights described in this subsection are in addition to and apart from any other rights, including any rights granted under any security interest that you may have granted to the Bank.

## Bank fees and expenses; Earnings allowance

### General

You agree to pay the Bank in accordance with the *Fee and Information Schedule*. You also agree to pay an amount equal to any applicable taxes, however designated, exclusive of taxes based on the net income of the Bank.

### Payment of fees and expenses; Finance charges

The Bank may either directly debit your account or invoice you for Bank fees and expenses and taxes incurred in connection with your account and any *service*. If there are insufficient funds in your account to cover the debit, the Bank may create an *overdraft* on your account. You agree to promptly pay any invoiced amount. The Bank may assess finance charges on any invoiced amounts that are not paid within 45 days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing your account, whichever is less. Charges for accrued and unpaid interest and previously assessed finance charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and charges.

### Earnings allowance

If an earnings allowance accrues on your account, the Bank will periodically apply your accrued earnings allowance to eligible Bank fees and expenses (unless the Bank otherwise indicates in writing). If both an earnings allowance and interest accrue on your account, the interest will be shown as an offset to the earnings allowance on the client analysis statement for your account. If your earnings allowance exceeds your total maintenance and activity fees for the statement cycle for your account, the excess credit is not paid to you, nor is it carried forward to the following statement cycle. The Bank may debit your account (or any other account you maintain at the Bank) or invoice you for any amount by which the fees and expenses exceed the accrued earnings allowance on your account. The earnings allowance applied as a credit against fees and expenses will be reported as income to the IRS, state, and local tax authorities if required by applicable law and the recipient is responsible for any federal, state or local taxes due on the credited earnings allowance.

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## Checking subaccounts

For each checking account, the Bank may establish on your behalf a master account and two subaccounts. All information that is made available to you about your account will be at the master account level. The subaccounts are comprised of a savings account and a transaction account. On the first day of each month, the Bank will allocate funds between the two subaccounts as it deems appropriate. *Items* received by the Bank that are drawn against your master account will be presented for payment against the transaction subaccount. Funds will be transferred from the savings subaccount to cover *items* presented against the transaction subaccount as may be needed. On the sixth transfer from the savings subaccount during a statement period all of the funds on deposit in the savings subaccount will be transferred to the transaction subaccount. If your account earns interest, the use of subaccounts will not affect the interest you earn.



## Miscellaneous

### Acceptable form of paper items; Document and image quality

You agree to comply with the Bank's specifications for *paper items*, including without limitation paper stock, dimensions, and other generally applicable industry standards for *paper items* and to include on your *paper items* the Bank's name and address as directed by the Bank. Certain features (such as security features) of an originally issued *item* or a *deposited item* may impair the image quality of a substitute check, purported substitute check or electronic *item* created by the Bank or any third party. The Bank will not be liable for any claims, demands, judgments or expenses paid, suffered, or incurred by you, and you will indemnify the Bank from and hold it harmless against any claims, demands, judgments, or expenses paid, suffered or incurred by the Bank, arising directly or indirectly as a result of or in connection with:

- The untimely return of any *paper item* you have issued as a result of, and any presentment-related problem resulting from, the failure of the *paper item* to conform in any respect to the Bank's *paper item* specifications, including without limitation, failure to include the Bank's full name and address on the *paper item* and
- Any claim based on the image quality of a substitute check, purported substitute check or electronic *item*, whether created by the Bank or any third party

### Check safekeeping

Check safekeeping is automatically included on all *business deposit accounts* that allow check writing. With check safekeeping, the front and back of all checks paid against your account are copied on microfilm or by other means. The copies are retained for seven years (or longer as required by the laws governing your account) from the date each check is paid against your account. After your original check is copied, it is destroyed.

### Closing your account

You or the Bank may close your account at any time. If the Bank closes your account, the Bank may send the collected balance on deposit in your account by ordinary mail to your most recent address shown on the Bank's account records. Whether you or the Bank closes your account, you agree to maintain on deposit in your account sufficient funds (determined in the Bank's sole discretion) to cover outstanding *items* to be paid from your account, chargebacks including without limitation returned *deposited items* and the Bank's fees and expenses. This *Agreement* will continue to govern your account until the Bank makes a final disbursement from it. In addition, the Bank will not be liable for any loss or damage that may result from dishonoring any of your *items* that are presented or otherwise received after your account is closed. If your account is an interest-bearing account, it will cease to earn interest from the date you request it be closed. If your account balance does not reach zero within three months from the date of your request, the Bank may close your account and send you the balance as described above or return your account to active status.

### Contract language

English is the controlling language of the relationship between you and the Bank. The Bank may translate its agreements, forms, disclosures, and advertisements into another language for your convenience. However, if there is a discrepancy between the Bank's English language materials and the materials in another language, the English language version is controlling, unless:

- The Bank otherwise agrees with you in writing or
- Applicable law specifically provides for a different result

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### Credit reports

You authorize the Bank to make any inquiries that it considers appropriate to determine if it should open and maintain your account. This may include ordering a credit (or other) report (e.g., information from any motor vehicle department or other state agency) on you.

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### Disclosure of information

Generally, absent your consent, the Bank will not disclose information about your account, but may do so under the following circumstances:

- To comply with applicable law
- In connection with examinations by state and federal banking authorities
- To comply with any legal process, including without limitation a subpoena, search warrant or other order of a government agency or court
- When the Bank determines that disclosure is necessary or appropriate in order to complete a transaction
- To verify the existence and condition of your account for a third party, such as a merchant or credit bureau
- To provide information to your legal representative or successor
- When reporting the involuntary closure of your account
- When the Bank concludes that disclosure is necessary to protect you, your account, or the interests of the Bank
- To agents, independent contractors, and other representatives of the Bank in connection with the servicing or processing of your account or account transactions, account analysis, or similar purposes
- To its *affiliates* and *affiliated* companies or
- If you give your permission

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### Dormant and unclaimed accounts

Your account is dormant if, for one year for a checking account or three years for a savings account or CD, there is no customer-initiated activity (except where the laws governing your account require otherwise). If your account is dormant, the Bank may hold all statements on your account, but the Bank's normal maintenance, *service* and other fees will continue to be assessed except where prohibited and ATM and POS access may be blocked. If your account remains dormant and is unclaimed by you for the period required under the laws governing your account, the Bank is required by those laws to "escheat" the funds; that is, to deliver the funds in your account to the state whose laws govern your account. The Bank may charge a fee to your account for mailing an escheat notice. When the funds in your account are delivered to the state, your account is closed, and no interest accrues. To recover funds delivered to the state, you must file a claim with the state.

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### Entire Agreement; Headings; No third party beneficiary

This *Agreement* constitutes the entire agreement between you and the Bank and supersedes prior oral or written representations, conditions, warranties, understandings, proposals, or agreements regarding your account. Headings do not constitute a part of this *Agreement*. No person or entity will be deemed to be a third party beneficiary under this *Agreement*.



## Miscellaneous

### Laws governing your account

The laws governing your account include the laws and regulations of the United States and, to the extent applicable, the laws of the state in which the office of the Bank that maintains your account is located (unless the Bank has notified you in writing that the laws of another state will govern your account), without regard to conflicts of laws principles. If your account was not opened in person at an office of the Bank (for example, if you opened your account by phone, through the mail, or over the internet), your account will be governed by the laws of the state in which the Bank's main office is located, unless the Bank notifies you that your account has been assigned to a particular office of the Bank, in which event the laws of the state in which that office is located will govern your account. Any lawsuits, claims, or other proceedings relating in any way to your account, any *service* or this *Agreement*, including without limitation, the enforcement of the arbitration agreement in this *Agreement* and the entry of judgment on any arbitration award will be venued exclusively in the courts of the state whose laws govern your account, without regard to conflicts of laws principles. Each provision of this *Agreement* stands alone. Any provision of this *Agreement* which is inconsistent with the laws governing your account, either in its entirety or with respect to a particular type of transaction or *item*, will be deemed modified and applied in a manner consistent with the laws governing your account. Any provision of this *Agreement* which a court of competent jurisdiction determines to be unenforceable or invalid, either in its entirety or with respect to a particular type of transaction or *item*, will not affect the enforceability or validity of the remaining provisions of this *Agreement*.

Notwithstanding the preceding paragraph, any funds transfer (including a wire transfer) that is a 'remittance transfer' as defined in Regulation E, Subpart B, shall be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

### Minimum balance requirements; Other restrictions

The Bank may impose minimum balance requirements or other applicable limitations or restrictions on your account, provided such requirements, limitations, or restrictions are disclosed to you.

### Modification Of Agreement; Account conversion

The Bank may in its sole discretion from time to time change this *Agreement* by adding new provisions or by modifying or deleting existing provisions. Each such addition, modification, or deletion is referred to in this *Agreement* as a "modification." When applicable law requires the Bank to notify you of a modification, the Bank may do so by posting notice of the modification in the Bank or at the Bank's home page (wellsfargo.com), by including a message on or with the statement for your account, or by any other means that the Bank considers appropriate, unless applicable law requires notice by a specific means. In addition, the Bank may agree in writing to waive a provision of this *Agreement* including without limitation a fee (a "waiver"). The Bank may, upon prior written notice to you, revoke any waiver. Your continued use of your account or a related *service* following the effective date of any modification or revocation of any waiver will show your consent to that modification or revocation of waiver. The Bank may convert your account to another type of account at any time, provided the Bank gives you any advance notice that may be required.

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### **Monitoring and recording communications**

The Bank may without liability monitor, record and retain telephone conversations, electronic messages, electronic records and other data transmissions between you and the Bank at any time without further notice to you, unless further notice is otherwise required by the laws governing your account.

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### **No fiduciary relationship**

The Bank's relationship with you concerning your account is that of debtor and creditor; no fiduciary, quasi-fiduciary, or special relationship exists between you and the Bank.

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### **Reliance on Bank records**

The Bank may rely solely on its records to determine the form of ownership of and the *authorized signers* on your account.

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### **Reordering checks**

You can reorder checks online at [wellsfargo.com/checks](http://wellsfargo.com/checks) or by calling the Bank at the telephone number shown on the statement for your account. If you or a third party prints your checks, the Bank will have no liability to you if the Bank is unable to process such checks by automated means.

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### **Restricted transactions**

You acknowledge and agree that "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder are prohibited from being processed through your account or any relationship between you and the Bank. In the event we identify a suspected restricted transaction, we may block or otherwise prevent or prohibit such transaction and further we may close the account or end the relationship.

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### **Transferring an interest in your account**

Your account may not be pledged, assigned, or in any other manner transferred, whether in whole or in part, without the Bank's written agreement.

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### **Verification of transactions; Right to reverse erroneous credits**

All transactions, including without limitation, those for which the Bank has provided a receipt, are subject to the Bank's final verification. Verification of a deposit does not occur at the teller window. Consequently, the receipt that you receive at the time of your deposit is not evidence that your deposit has been verified. The Bank may reverse or otherwise adjust any credit it believes it has erroneously made to your account at any time without prior notice to you.

## Additional terms applicable to interest-bearing accounts

### Variable/fixed-rate accounts

Your interest-bearing account may be either a variable-rate or fixed-rate account. Unless the Bank has specified otherwise in writing, your account will be a variable-rate account. That means the Bank may in its sole discretion change the interest rate on your account at any time. If your account is a fixed-rate account and it is not a CD, you will be paid the specified interest rate for at least 30 days.

### Method used to calculate earned interest

The Bank may use either the average daily collected balance or daily collected balance method to calculate interest. Interest is calculated using a 365-day year.

- The average daily collected balance method applies a periodic rate to the average daily collected balance for the period. The average daily collected balance is calculated by adding collected balance for each day and dividing by the number of days in the period.
- The daily collected balance method applies a daily periodic rate to collected balance each day

Unless the Bank has specified otherwise in writing, it will use the daily collected balance method to calculate interest. If your account is a tiered-rate account, the Bank may pay the same interest rate on more than one tier.

### Interest accrual

If you deposit a non-cash *item*, such as a check, interest begins to accrue no later than the *business day* the Bank receives credit for the deposit of that *item*. This may not be the same day that you deposit the non-cash *item* to your account.

### Compounding and crediting

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For CDs, the Bank will notify you separately as to the frequency with which interest will be credited to your account.

### Interest adjustments

An interest adjustment may be reflected on the statement for your account for the month after it occurs rather than the month in which it occurs.

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**Additional terms applicable to interest-bearing accounts****Tax Identification Number certification**

In most instances, Treasury regulations require the Bank to obtain a Taxpayer Identification Number ("TIN") for each account. To avoid backup withholding tax on accounts that earn interest or dividends, you must submit Internal Revenue Service ("IRS") Form W-9 or Form W-8BEN and supporting information and/or documentation to the Bank. U.S. citizens or other U.S. persons, including resident alien individuals, must provide a Form W-9. If you are a non-resident alien as defined by the IRS, you must provide a Form W-8BEN. Other types of Form W-8 plus additional documentation may be required if you are a foreign partnership, foreign government, or are claiming an exemption based on Effectively Connected Income. Until the Bank has received the completed and signed Form(s) W-9 or W-8BEN, or any other required forms the Bank will pay interest and comply with the backup withholding requirements of the IRS.

If you own your account as a sole proprietor, upon your death, the Bank must be provided with the estate's or successor's TIN or the Bank may either refuse to pay interest earned on your account since the date of your death or withhold a portion of the interest that has been earned on your account since the date of your death.

## Additional terms applicable to interest-bearing accounts

### The Bank's right to require notice

The Bank has the right to require seven days written notice before you withdraw money from your savings account.

### Limitations on transfers from your savings account

Regulation D limits certain types of withdrawal and transfer transactions you can make out of your savings account to a maximum aggregate of six per month, including:

- Transfers via telephone
- Transfers via online banking (including bill pay)
- Automatic transfers for *overdraft* coverage to your checking account
- Pre-authorized transfers and withdrawals from your account (including automatic and wire transfers)
- Checks, drafts, or similar other withdrawals payable to third parties (counted when they are posted to your account and not when they are written)
- Debit or ATM *card* POS purchases that post to the savings account

An excess activity fee may apply for each transaction that exceeds the limit stated above. If the Bank determines that you are exceeding the limit described above on more than an occasional basis, the Bank will, at its option, either close your savings account and transfer the funds on deposit in your account to another account that you are eligible to maintain, or terminate your right to make transfers and write *items* against your savings account.

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## Time accounts (CDs)

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### General

Time Accounts include deposits which are payable, either on a specified date or at the expiration of a specified time, no less than seven calendar days after the date of deposit. The Bank may refer to a Time Account as a "Certificate of Deposit" or a "CD" even though the time account is not represented by a certificate.

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### Certificated CDs

If you receive a certificate evidencing your CD, the Bank may require you to present the certificate and any amendments to receive payment or transfer ownership.

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### Maturity date

Your CD will mature at the end of the term stated on your receipt, disclosure or certificate, as applicable.

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### Time requirements

You agree to keep your funds on deposit until the maturity date. You may make withdrawals from your CD on the maturity date or within the grace period after that date. For Step Rate time accounts partial withdrawals are allowed before maturity during specified early withdrawal periods. The Bank will not agree in advance to allow other withdrawal before maturity.

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### Payment of interest

If you have elected a payment of interest other than a credit to your CD, the Bank may in its sole discretion terminate it in favor of crediting your CD. Ordinarily, such discretion will be exercised when an interest payment mailed to your account address has been returned undelivered or when an account to which your interest payments were automatically credited has been closed, or if the interest payment amount is less than any minimum amount disclosed in the *Fee and Information Schedule*.

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### Additional deposits

You may not make additional deposits to your CD except during the grace period, unless the Bank otherwise agrees in writing.

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### Withdrawal of interest prior to maturity

A withdrawal of interest prior to maturity will reduce earnings.

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### Renewal policies

If your CD is automatically renewable, at maturity it will renew:

- For a like term and
- At the Bank's interest rate in effect on the maturity date for a new CD of the same term and amount, unless the Bank has notified you otherwise
- Step Rate CDs will renew into a standard (non-step) 24 month fixed rate time account (CD)

You may withdraw your funds anytime during the grace period without a fee. The Bank will not pay interest on the funds withdrawn from the maturity date to the date of withdrawal. If your CD is not automatically renewable and you do not withdraw the funds on the maturity date, the CD will cease to earn interest.

## Electronic banking services

### Introduction

This Part describes the Bank's account-related electronic banking *services* and the additional terms applicable to these *services*. In general, these *services* provide various ways to transfer funds electronically to and from a Wells Fargo business deposit and/or credit account using an ATM *card* or debit *card* linked to the account and/or a Personal Identification Number ("PIN"). The Bank may limit the availability of these *services* at any time, and all of these services may not be available at each Bank location. The Bank may require you to sign a separate agreement to obtain these *services*. If there is a conflict between the separate agreement and this *Agreement*, the separate agreement will control. Additional terms applicable to these *services* are provided in the *Fee and Information Schedule*.

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## ATM cards and debit cards

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### Definition of "card"

"Card" means the Wells Fargo Business Platinum Debit Card, the business debit *card*, the business ATM *card*, the business instant debit *card*, and the *Instant ATM Card* that the Bank may issue to you. It does not include the business deposit card unless otherwise noted. Each of the foregoing "debit cards" may also be referred to as a "check card".

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### Eligibility for a card and/or PIN

Unless otherwise provided in this *Agreement*, only an *authorized signer* on at least one Wells Fargo *Business Deposit Account* is eligible for a *card* and/or PIN, which that *authorized signer* may use to access that account. Issuance of a *card* and/or PIN is subject to such additional requirements as the Bank may from time to time establish with respect to that *card* or PIN.

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### Illegal transactions

Each person to whom a *card* is issued (a "cardholder") agrees not to use his or her *card* or any credit or deposit account linked to his or her *card* (each, a "linked account") for any transaction that is illegal under applicable law, including, but not limited to, "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder.

In addition, we reserve the right to deny transactions or authorizations from merchants apparently engaging in the internet gambling business or identifying themselves through the *card* transactions record or otherwise as engaged in such business.

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### Use of a card

The specific functions that can be performed depend on the type of card that the Bank issues.

The **business debit card** enables a cardholder to make:

- Purchases at merchant locations that accept and display the logos of networks in which Wells Fargo participates.
- Cash withdrawals from, balance inquiries on, and funds transfers between your linked accounts that are deposit accounts as well as advances and balance inquiries on and payments to your linked accounts that are line of credit account(s) and credit card account(s) at Wells Fargo ATMs
- Cash withdrawals from, balance inquiries on, and funds transfers between your linked accounts designated as primary checking and primary savings at non-Wells Fargo ATMs that participate in shared ATM networks to which the Bank belongs and American Express® cash dispensers

In addition, deposits (with cash back), ATM statements, and purchases of U.S. postage stamps are available at most Wells Fargo ATMs. Wells Fargo Business Debit Cards may also be used to receive certain electronic credit transfers such as those through card networks or funds transfer systems.

The **business ATM card** provides the same ATM access as the business debit *card* and, where available, can be used to make purchases at merchants in participating proprietary POS networks.

## ATM cards and debit cards

The **business deposit card** provides ATM deposit access only to your linked accounts that are deposit accounts for those persons designated by you or an *authorized signer*. The business deposit card is not available to sole proprietors.

The **Business Instant Debit Card**, where available, is a temporary *card* that permits you to access the funds in your designated account and other convenient business debit *card* features. The Bank may permit the *card* to be used to make Point-Of-Sale ("POS") purchases and/or access funds in your account through an ATM. The business instant debit *card* is good for 45 days from its date of issuance, or upon activation of the permanent *card* whichever occurs sooner.

The **Instant ATM Card**, where available, is a temporary *card* providing limited functions that the Bank may issue for use until the cardholder receives his or her permanent *card* by mail. An *Instant ATM Card* expires 21 days after issuance. The daily withdrawal and POS purchase limits applicable to an *Instant ATM Card* will be disclosed upon issuance by the Bank.

### Termination of card privileges

Each *card* is the property of the Bank. The Bank may terminate a cardholder's *card* privileges at any time without notice. A cardholder may terminate his or her *card* privileges at any time by writing the Bank at the address provided in the *Fee and Information Schedule*. You agree to immediately notify the Bank in writing if a cardholder's authorization to use a *card* and/or PIN has been terminated and to return that cardholder's *card* to the Bank. If your *card* privileges are terminated (or the privileges of any *authorized signers*), you agree to immediately surrender your *card(s)* to the Bank. Termination of *card* privileges will not affect any rights and obligations for transactions made with a *card* before the privileges were terminated.

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## Loss prevention guidelines

### Protecting your card and PIN

Each cardholder is responsible for caring for his or her *card* and/or PIN as he or she would care for checks and other *paper items*. Each cardholder is responsible for maintaining the confidentiality of his or her PIN.

If a cardholder gives his or her *card* or PIN to another person, you will be responsible for all transactions made by that person or anyone else to whom that person gives the cardholder's *card* and/or PIN. Notify the Bank immediately if a *card* tied to your linked accounts is lost or stolen or is no longer secure.

Each cardholder is advised to:

- When selecting your Personal Identification Number (PIN), do not use any number or word that appears in your wallet (such as birth date, name or address)
- Memorize your PIN and never share it with anyone or write the number down
- To protect your account, Wells Fargo recommends that you change your PIN every six months
- Shop with merchants you know and trust
- Regularly review your account statements as soon as you receive them to verify transactions. Contact Wells Fargo immediately if you identify any discrepancies.
- Make sure any internet purchase activity you engage in is secured with encryption to protect your account information. Look for "secure transaction" symbols.
- Always be sure to log off from any site after a purchase transaction is made with your *card*. If you cannot log off, shut down your browser to prevent unauthorized access to your account information.
- Do not send your *card* number through email, as it is typically not secure, and don't provide it over the phone unless you initiated the call
- If you have forgotten your PIN or would like to select a new one, please visit your nearest Wells Fargo location
- Always protect your card and keep it in a safe place, just like you would cash, credit cards or checks
- If your *card* is ever lost or stolen, immediately notify us at 1-800-CALL-WELLS (1-800-225-5935)



## Loss prevention guidelines

### ATM safety

For your safety when using an ATM, please remember (and advise each cardholder of) the following tips:

- Be aware of your surroundings and exercise caution when withdrawing funds
- Watch for suspicious persons or activity around the ATM. If you notice anything out of the ordinary, come back later or use an ATM elsewhere. If you observe suspicious persons or circumstances, do not use the ATM at that time. If you are in the middle of a transaction, cancel the transaction, take your *card* and leave the area and come back at another time or use an ATM at another location.
- Report all crimes immediately to the operator of the automated teller machine or local law enforcement
- Consider having someone accompany you when using an ATM after dark
- Ensure no one sees you enter your PIN
- Refrain from displaying cash, and put it away as soon as your transaction is completed. Wait to count your cash until you're in the safety of a locked enclosure, such as a car or home.
- Safe-keep or securely dispose of your ATM receipts
- When using a drive-up ATM, keep your engine running. Aside from the driver's window, keep all of your doors and windows locked.

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## Account linkages and designation of accounts

### Account linkages

To open and maintain any type of *card*, at least one qualified Wells Fargo *business deposit account* must be linked to a business debit *card* or business ATM *card*. You may link such additional deposit or credit accounts to your *card* as the Bank permits from time to time. The permitted linkages may vary depending on the type of *card*. If you link your business debit *card* to a consumer deposit account, please refer to your consumer account agreement for additional information. The Bank may link any or all of the accounts on which you are an *authorized signer* to your *card* unless you request the Bank not to link specific accounts. In addition, a sole proprietor may also link personal account(s) maintained at the Bank to a *card* so long as the personal and business accounts are established under the same Tax Identification Number. Business deposit cards may be issued to individuals that are *authorized signers* or *non-authorized signers* at the request of an *authorized signer*.

For a business debit *card*, the primary checking account linked to the *card* must be a qualified business checking account. If the primary business checking account linked to the *card* should be closed or delinked for any reason, the Bank may designate any additional qualified business checking account that is linked to the *card* as the primary account on the *card*. If no additional qualified business checking account is linked to the *card*, the business debit *card* linked to the closed checking account will be cancelled. If the *card* is linked to other business checking or savings accounts, the *card* will be cancelled and a business ATM *card* will be mailed to the cardholder.

### Establishing "primary" accounts

If only one deposit account of each type (e.g., checking or savings) is linked to a *card*, that account is automatically designated as the "primary" account of that type for purposes of making electronic fund transfers and displaying the accounts, where available, at Wells Fargo ATMs and non-Wells Fargo ATMs.

### Primary vs. other accounts

If more than one deposit account of a single type is linked to a *card*, you will be asked to designate a primary account, secondary account, and other accounts. For example, if four business checking accounts are linked to a *card*, one will be designated as the "primary" checking account, another will be designated as the "secondary" checking account and the remaining two accounts will be designated as "other accounts." If you do not designate one account as the primary account of a particular type of account, the first account of that type linked to a *card* is considered the primary account for that type of account. Certain transactions are automatically debited from the linked accounts designated as primary.

If a "primary" account linked to the *card* is closed or delinked for any reason, the Bank will designate a "secondary" account (if applicable) as the new "primary" account. If a "secondary" account linked to the *card* is changed to a "primary" designation or closed or delinked for any reason, the Bank may designate any additional qualified account that is linked to the *card* as the new "secondary" account on the *card*.

### Linked credit card and line of credit accounts

If the Bank permits you to link your business or personal Wells Fargo credit card or line of credit account (each, a "credit account") to your business debit *card* or business ATM *card*, you may use your *card* to access the linked credit account to obtain cash or transfer funds from a linked credit account, as long as the linked credit account is in good standing and has available credit. Each transaction with the *card* involving the linked credit account is subject to the provisions of the agreement between you and the Bank applicable to the linked credit account.

## Card transactions

### Daily limits

If a *card* is used to make ATM withdrawals or transfers or Point-Of-Sale (POS) purchases, the following rules apply. Your *card* may be used each day so long as the separately disclosed daily dollar limits are not exceeded. If your daily purchase POS limit is greater than \$99,999, you may need to request that the merchant process multiple transactions to complete a purchase above this amount. The ATM daily dollar limit is the maximum U.S. dollar amount of cash that can be withdrawn from any combination of your linked accounts using a *card*. The POS daily purchase limit is the maximum U.S. dollar amount of purchases (including cash back, if any) that can be debited from your POS access account which is defined below (including *overdraft* protection plan funds used). For purposes of these daily limits only, a "day" is defined as the 24-hour period from midnight to midnight, Pacific Time. If a transaction is initiated in another time zone, it will be processed when the Bank receives it. The Bank will send notification if the Bank decreases these daily limits. If a *card* is linked to one or more credit accounts, the credit account agreements govern cash advances from the credit accounts made with a *card*.

### Point-Of-Sale (POS) access account

Your "POS access account" is your linked account to which purchases and payments post. For a business debit *card*, the POS access account is your linked account designated as "primary checking." For a business ATM *card*, the POS access account is:

- Your linked account designated as primary checking or
- Your linked account designated as primary savings if your linked accounts do not include a checking account

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## Card transactions

### Making purchases with a business debit card

Business debit *cards* can be used to make POS purchases in two ways described below. The funds used for these purchases are deducted from your POS access account and, if needed, any linked *overdraft* protection plan funds.

- **POS purchase.** Purchases can be made at merchants or service providers that accept payment through POS networks in which the Bank participates in retail outlets, over the internet, through mail orders, and on the phone. To do so, the *card* is presented to the merchant and a receipt to authorize the purchase is signed. At merchants with PIN pads, a *card* is swiped, the credit button is selected and a receipt to authorize the purchase is signed. For internet, phone and mail orders, *card* number and the expiration date are provided. There is no cash back feature when making a Visa purchase.
- **POS network purchase.** Purchases can be made at merchants that accept payment through POS networks in which the Bank participates. To make such a purchase, the *card* is presented to the merchant. When prompted, the PIN is entered to authorize the purchase. Merchants participating in these networks may allow cash back with the purchase amount. Some merchants may assess a fee for each transaction made via these networks at their terminals, and if so, a notice describing any fee should be posted at the merchant's terminal. This fee will be included in the total purchase amount shown on the statement for your POS access account and reflected on the receipt issued at the time of the transaction.

### Making purchases with a business ATM card

A business ATM *card* can be used to make purchases at merchants that accept payment through networks in which the Bank participates. Refer to the information under "POS network purchase," above, for information about how to use a business ATM *card* to make purchases. The purchase and any applicable fees will be described on the statement for your POS access account.

### Overdrafts

If funds in your POS access account are not sufficient for a requested purchase and an *overdraft* protection plan has been established for that account, then funds from the *overdraft* protection plan will be accessed, if available, up to the amount of the requested purchase and advanced in accordance with the subsection titled "*overdraft* protection plans" in this *Agreement*. If a requested purchase creates an *overdraft* on your POS access account, the Bank may, in its sole discretion, take any of the actions described in the subsection titled "*Overdrafts* and non-sufficient funds" in this *Agreement*.

### Paying bills with a business debit card

A cardholder may arrange with merchants or service providers to make one-time or recurring payments using a business debit *card*. A one-time payment can be made anytime via the internet or by phone by authorizing the merchant to bill the payment to the business debit *card* number. Payments can also be set up to occur on a periodic, recurring basis (e.g., monthly).



## Card transactions

### Visa Account Updater Service

The Bank subscribes to the Visa Account Updater Service ("VAU"). Under this service, if a cardholder gives a merchant his or her *card* number and authorizes it to bill the *card* periodically for automatic bill payments and the *card* number changes due to replacement of a damaged *card*, lost/stolen *card*, or an updated *card* number, the new *card* number will automatically be sent to those merchants that subscribe to the VAU service. Because not all merchants or billing entities subscribe to the VAU service, the cardholder should always notify each individual merchant of the new *card* number. Changes to a *card* number as a result of a lost/stolen *card* will not be updated if there is reported fraud on the *card* number that is being replaced, and the cardholder must notify merchants about the new *card* information.

### Authorization holds for card transactions

For all *card* purchase or payment transactions, please note that we are permitted to place a temporary hold against some or all of the funds in your POS access account if and when an authorization request is obtained. We refer to this temporary hold as an "authorization hold," and it will be subtracted from your *available balance*. In the case of an authorization request at a restaurant, hotel, or similar merchant, this amount may differ from the actual transaction amount as the actual transaction amount may not yet be known to the merchant when they submit the authorization request. For those transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold. We are permitted to place an authorization hold on your POS access account for up to three (3) *business* (or for up to thirty (30) *business days* for certain types of debit or ATM card transactions, including but not limited to, car rental transactions, cash transactions, and international transactions) from the time of the authorization until the authorization transaction is paid from your POS access account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your *available balance* until the transaction is submitted for payment by the merchant and finally posted to your POS access account. The merchant may submit the transaction for payment after the Bank has released the authorization hold. If this happens, the Bank must honor the prior authorization and will pay the transaction from your POS access account. We urge you to record and track all of your transactions closely to confirm that your *available balance* accurately reflects your spending of funds from your POS access account. See the terms and conditions accompanying your *card* for more information on these authorization holds and the manner in which you may obtain balance information.

### Stop payments on purchases, changes to recurring payments

Stop payments cannot be requested on one time purchases made using a business debit *card*. If a cardholder has told a merchant or other billing entity in advance to make recurring debits to his or her *card*, the cardholder can stop any of these debits by contacting the merchant or other billing entity directly to cancel or discontinue any scheduled automatic bill payment. Some merchants require an advance notice to discontinue automatic payments, so the Bank recommends a cardholder allow sufficient advance time for any changes to his or her payment service.

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## Card transactions

### Transactions outside the United States

If a *card* is used to make an ATM withdrawal or a POS purchase outside the United States, the network that handles the transaction will convert the local currency amount of the transaction to U.S. dollars (or, in the case of a POS purchase only, the merchant that handles the transaction may convert the currency). If the network converts the currency, it will use either a rate selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the network itself receives, or the government mandated rate in effect for the applicable central processing date. If the merchant that handles the POS purchase converts the currency, the merchant will determine the currency conversion rate. For each purchase transaction completed outside the United States, the Bank may also charge an international purchase transaction fee, which is based on the amount provided to the Bank by the network in U.S. dollars (the "network transaction amount").

### Transactions at non-Wells Fargo ATMs

If a *card* is used at non-Wells Fargo ATMs, transactions will be limited to the account access, withdrawal limit(s), and currency denomination(s) provided by the non-Wells Fargo ATM. If a non-Wells Fargo ATM does not provide the option of account type (e.g., checking or savings), the cash withdrawal will be from your linked account designated as "primary checking." If a checking account is not linked to the *card*, or if your linked account designated as "primary checking" does not have sufficient funds, the request will be rejected unless sufficient funds are available in your linked account designated as "primary savings." All withdrawals made at non-Wells Fargo ATMs outside the United States will be in local currency, and balances will be shown in local currency. The Bank will debit cash withdrawals in currencies other than U.S. dollars from your account after conversion into U.S. dollars at prevailing rates as determined by the network and the Bank on the day of conversion.

### ATM statements at Wells Fargo ATMs

A *card* may be used at most Wells Fargo ATMs to obtain a statement of last 10 transactions on any of your linked accounts (not for use for balancing your account) and a statement of balances of linked accounts. The transactions and your linked account balance may include deposits still subject to verification or collection by the Bank and may differ from your records because of deposits in progress, outstanding checks, or other withdrawals, payments or fees.

Certain *items* affect the balance on your linked accounts as shown on an ATM statement:

- "Deposits/credits in process" reflects a cumulative total of all credits to your account using a *card* since the ATM cutoff on the most recent *business day*, including ATM deposits and ATM transfers into your account
- "Withdrawals/debits in process" reflects a cumulative total of all debits to your linked accounts using a *card* or remittance cash card since the ATM cutoff of the most recent *business day*, including ATM withdrawals, ATM transfers from your linked accounts, POS purchases, and cash withdrawals from your linked accounts
- "Preauthorized deposits/payments in process" reflects the net amount of any deposits or payments (preauthorized by you or an *authorized signer*) that the Bank has received but has not yet posted to your account
- "Funds on hold" may include any amounts not yet available for withdrawal

## Card transactions

### U.S. postage stamp purchases

If a *card* is used to purchase sheets of U.S. postage stamps at designated Wells Fargo ATMs, the purchase price will be deducted from the linked account selected and appear on the statement for that account. Stamp purchases are subject to the *card's* daily dollar limit for cash withdrawals at ATMs.

### ATM and POS malfunctions

You agree not to hold the Bank responsible for damages that result from or are a consequence of an ATM or POS malfunction. You agree to promptly notify the Bank if an ATM fails to dispense the correct amount of cash or provide a proper receipt by calling or writing the Bank at the telephone number or address provided in the *Fee and Information Schedule*.

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## Liability for unauthorized card transactions

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### Zero Liability

Zero Liability on the *card* provides protection to you for *unauthorized transactions* for charges to your account subject to the conditions described below. You are responsible for each *card* linked to your accounts. You will not be liable for *unauthorized transactions* except as explained below.

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### Unauthorized Transactions

An "*unauthorized transaction*" is a transaction that does not benefit you and is made by a person who does not have your actual, implied, or apparent authority to use a *card*. With Zero Liability protection, *unauthorized transactions* do not include (that is, you are liable for):

- Any transaction by a co-owner (even though that co-owner is not a cardholder), a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on your account
- Any transaction by a cardholder that exceeded the authority given by you
- Any transaction that resulted from inadequate internal controls in your organization
- Any transaction a merchant has processed in error, or a transaction involving goods or services with which the cardholder is not satisfied

If a cardholder suspects that his or her *card* has been lost or stolen, or that an *unauthorized transaction* has been made with his or her *card* or *card* number, notify the Bank as soon as possible by calling Wells Fargo's National Business Banking Center number listed on the statement for your account (1-800-225-5935). The sooner the Bank is notified, the sooner the Bank can protect your linked accounts. A delay in reporting the *unauthorized transaction* may affect your liability protection, as defined below.

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### Bank notified within 60 days of mailing of first statement

You have Zero Liability for an *unauthorized transaction* made with a *card* or *card* number as defined above if the Bank is notified of the *unauthorized transaction* within 60 days of when the first statement for your account showing the *unauthorized transaction* was mailed.

## Liability for unauthorized card transactions

### Bank notified more than 60 days after mailing of first statement

If the Bank is not notified within 60 days of when the first statement for your account showing the *unauthorized transaction* was mailed, you will have the burden of proving that an *unauthorized transaction* occurred. You may be required to provide documentation in support of your claim, including an affidavit of unauthorized use and a police report. Additionally, in evaluating your claim, the Bank will consider whether any negligence on the part of the cardholders within your organization has contributed to the transaction in question. Some of the factors that the Bank will consider in connection with this evaluation include:

- **Timely reporting of lost card.** Whether any loss or theft of the *card* was reported to the Bank within 48 hours of discovery of the loss or theft.
- **Prompt review of statements.** Whether you promptly reviewed the statements for your linked account(s).
- **Prompt report of *unauthorized transaction*.** Whether, following discovery of an unauthorized use of the *card* on a statement, the *unauthorized transaction* was reported to the Bank within 48 hours of the discovery.
- **Safeguard card and PIN.** Whether the cardholder exercised reasonable care in safeguarding his or her *card*, *card* number, and PIN from loss or theft.
- **Multiple prior incidents.** Whether you have reported multiple incidents of *unauthorized transactions* to the Bank within the 12-month period immediately preceding your claim and the facts and circumstances surrounding those incidents.
- **Sole proprietors.** If you are a sole proprietor and link your business and personal accounts to your business debit *card* or business ATM *card*, please refer to your Wells Fargo Consumer Account Agreement regarding Zero Liability for *unauthorized transactions* on consumer deposit accounts.

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## Telephone banking services

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### General

This Section describes the special rules applicable to the Bank's telephone banking *services*. These *services* may be accessed by telephoning the Bank at the number provided on the statement for your account and either using the automated telephone banking *service* or speaking with a phone banker.

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### Security procedure

The Bank will use a security procedure to authenticate each caller using the automated telephone banking *service*. The security procedure will be used only to authenticate the caller. It will not be used to detect any errors in any payment instructions that may be given by the caller. If the caller has a PIN and is using the automated telephone banking *service*, the Bank will use the PIN as the security procedure to authenticate the caller. If the caller does not have a PIN and is using the Bank's automated telephone banking *service* and/or speaking with a phone banker, the caller will be asked to verify certain information in the Bank's records regarding you, your *authorized signer* or your account as the security procedure to authenticate the caller.

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### PIN

The holder of a business debit *card* or business ATM *card* will use the PIN associated with that *card* to access the Bank's automated telephone banking *service*. A person who is not a holder of a business debit *card* or business ATM *card* may request a PIN from Wells Fargo's National Business Banking Center. The PIN can be used to access information to and transfer funds from all accounts linked to your account you currently own, which may include consumer accounts and business accounts. The Bank may cancel a PIN at any time without notice to the holder or you.

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### Authorization

You authorize the Bank to comply with any request of a caller using the Bank's telephone banking *services*, including without limitation a request to transfer funds between or among your accounts, provided the Bank authenticates the caller in compliance with one of the security procedures described above.

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### Unauthorized telephone banking transactions

You agree to notify the Bank IMMEDIATELY by calling or writing the Bank at the telephone number or address listed on the statement for your account if you think the statement is wrong, or if you need more information about a telephone banking transaction described on the statement. You must in any event report any unauthorized telephone transaction to the Bank within 14 days after the Bank mails or makes available to you the statement on which the transaction appears or you otherwise have notice of the transaction, unless the laws governing your account otherwise provide. If you don't, you will be deemed to have authorized the transaction. The Bank will investigate any transaction for which it has received timely notification from you. When the Bank's investigation is complete, the Bank will notify you of its findings and the action, if any, it will take.



## Termination of electronic banking privileges

All of your electronic banking privileges will be terminated if your account is closed. The Bank, you or an *authorized signer* may terminate specific electronic banking *services* without closing your account. A *service* may be terminated by calling or writing the Bank at the number or address provided in the *Fee and Information Schedule* or on the statement for your account. The Bank may cancel a *card*, PIN, or access to electronic banking *services* at any time without notice to you or any affected *authorized signer*. If the Bank cancels a *card*, you agree to immediately return the cancelled *card* to the Bank.

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## Funds transfers

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### General

Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, the National Automated Clearing House Association and any regional association (each, an "ACH") and Clearing House Interbank Payments System ("CHIPS"). The following terms are in addition to, and not in place of, any other agreements between you and the Bank regarding funds transfers.

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### Notice of receipt of funds

Unless the Bank has otherwise agreed in writing, it will notify you of funds electronically debited or credited to your account through the statement for your account covering the period in which the transaction occurred. The Bank is under no obligation to provide you with any additional notice or receipt.

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### Reliance on identification numbers

If a transfer instruction describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If a transfer instruction describes a participating financial institution inconsistently by name and identification number the identification number may be relied upon as the proper identification of the financial institution.

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### Duty to report unauthorized and erroneous fund transfers

You will exercise ordinary care to determine whether a fund transfer to or from your account was either erroneous or not authorized and will notify the Bank of the facts within a reasonable time not exceeding 14 days after the Bank sends you the statement for your account on which the transfer appears or you otherwise have notice of the transfer, whichever is earlier. You will be precluded from asserting that the Bank is not entitled to retain payment unless you object to payment within the 14 day period.

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### Erroneous payment orders

The Bank has no obligation to detect errors in payment orders (for example, an erroneous instruction to pay a beneficiary not intended by you or to pay an amount greater than the amount intended by you, or an erroneous transmission of a duplicate payment order previously sent by you). Should the Bank detect an error on one or more occasions, it will not be construed as obligating the Bank to detect errors in any future payment order.

## Funds transfers

### Automated clearing house (ACH) transactions

The following terms apply to payments to or from your account that are transmitted through an ACH.

- Your rights as to payments to or from your account will be governed by the laws that govern your account
- Credit given by a receiving bank to its customer for a payment from your account is provisional until final settlement has been made or until payment is considered received under the laws that govern your account
- If final settlement or payment is not made or received, the receiving bank will be entitled to a refund from its customer and you, as the originator of the payment will not be considered to have paid your customer
- If a payment is made to your account and the Bank does not receive final settlement or payment is not received under applicable law, you will not be considered to have received payment, and the Bank will be entitled to reimbursement from you for that payment
- You hereby authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH operating rules, ACH debit entries to your account for electronic presentment or re-presentment of *items* written or authorized by you
- You may place a stop payment order on a preauthorized ACH debit by calling Wells Fargo's National Business Banking Center at the number listed on the statement for your account at least three *business days* prior to the scheduled debit date. The Bank requires your name and the account number associated with the preauthorized ACH debit, and the exact:
  - Name of the payee
  - The exact payment amount
  - Scheduled debit date

Failure to provide correct and complete information may make it impossible for the Bank to stop payment of the preauthorized ACH debit. You agree to indemnify and hold the Bank and its *affiliates*, officers, directors, employees, consultants, shareholders, and agents harmless from and against any loss incurred by the Bank as a result of the Bank's paying an preauthorized ACH debit if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of the Bank's not paying a preauthorized ACH debit for which a valid stop payment order is in effect.). If the Bank pays a preauthorized ACH debit over a valid stop payment order, the Bank may require you to provide it with an affidavit describing in detail the dispute. If you order us to stop a preauthorized ACH debit three *business days* or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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## Terms of use to Wells Fargo Mobile Text Banking Service

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### Wells Fargo Mobile Text Banking Service

These terms of use set forth the terms and conditions for use of the Wells Fargo Mobile Text Banking Service. You agree to all the terms, conditions, and notices contained or referenced in this terms of use and to any subsequent changes and amendments which may be updated and posted to the Bank's website from time to time. Upon registering for the Wells Fargo Mobile Text Banking Service, you are providing your PRIOR EXPRESS CONSENT permitting the Bank, including its *affiliates*, agents, assigns, and third party vendors of each, to contact you for emergency, fraud prevention, servicing, telemarketing, or for any other purposes and by any means necessary, including by use of an autodialer or predictive dialer, to effect contact.

Access to and use of the Wells Fargo Mobile Text Banking Service is subject to all applicable federal, state, and local laws and regulations. Unauthorized use of the Wells Fargo Mobile Text Banking Service or information accessed via the Wells Fargo Mobile Text Banking Service is strictly prohibited.

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### Description of Wells Fargo Mobile Text Banking Service

Wells Fargo Mobile Text Banking Service refers generally to any service allowing you to access and view "eligible account(s)" from your cell phone or handheld device (collectively, "mobile device").

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### What does Wells Fargo Mobile Text Banking Service include?

The Wells Fargo Mobile Text Banking Service allows you to request and receive account activity and balances, and statement balances and minimum amounts due for your "eligible account(s)". You can also get Wells Fargo location information, and the ability to manage your text banking preferences—all from your mobile phone.

The Wells Fargo Mobile Text Banking Service is a stand-alone service, which is a subset of a larger service known as Wells Fargo Mobile banking. These terms of use relate only to the Wells Fargo Mobile Text Banking Service. You do not need internet access on your mobile device to use text banking. From time to time, the Bank may develop additional mobile banking services. As such *services* are developed, you will have the opportunity to add them to your Wells Fargo Mobile Text Banking Service.

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### How to receive the Wells Fargo Mobile Text Banking Service

You must first register for the Wells Fargo Mobile Text Banking Service in order to receive the service.

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### No fees to access Wells Fargo Mobile Text Banking Service

There is no fee or charge assessed by the Bank for you to register for or access the Wells Fargo Mobile Text Banking Service at this time; however applicable account activity fees may apply. You may incur charges from your telecommunications carrier when sending and receiving text messages for text banking. The Bank reserves the right to assess fees or charges for the text banking service in the future. You will receive notice of such fees or charges, as required by law.



## Terms of use to Wells Fargo Mobile Text Banking Service

### Security

Information you provide in connection with the Wells Fargo Mobile Text Banking Service will be stored on the Bank's secure server(s) and protected by advanced encryption techniques.

### Privacy and solicitation

Wells Fargo adheres to the Children's Online Privacy Protection Act (COPPA). We do not knowingly collect or use personal information from children under 13 without obtaining verifiable consent from their parents. We are not responsible for the data collection and use practices of nonaffiliated third parties to which our websites may link. By using this *service*, you certify that you are at least 13 years of age or older.

### Export control & international use

You are responsible for compliance with the laws of the United States and your local jurisdiction regarding the import, export, or re-export of any products or information subject to export control. The Bank makes no representation that any content or use of the Wells Fargo Mobile Text Banking Service is appropriate or available for use in locations outside of the United States. Accessing the Wells Fargo Mobile Text Banking Service from locations where its contents or use is illegal is prohibited by the Bank.

### Proprietary rights

Other than your materials and account information, all content received on the Wells Fargo Mobile Text Banking Service is the exclusive property of the Bank and/or its licensors and is protected by copyrights or other intellectual property rights. The trademarks, logos, and Wells Fargo Mobile Text Banking Service marks displayed on the Wells Fargo Mobile Text Banking Service (collectively the "trademarks") are the registered and unregistered trademarks of the Bank or third parties, and no rights are intended to be granted to anyone other than the Bank without the express written permission of the Bank, or the third party which has rights to such trademark, as appropriate.

### Your responsibilities

#### Providing honest and accurate information upon registration

You agree to provide true, accurate, current, and complete information about yourself as requested in registering for the *service*, and you agree to not misrepresent your identity.

#### No illegal use of the Wells Fargo Mobile Text Banking Service

You agree not to use the Wells Fargo Mobile Text Banking Service to conduct any business or activity or solicit the performance of any activity that is prohibited by law or any contractual provision by which you are bound with any person. You agree to comply with all applicable laws, rules, and regulations in connection with the Wells Fargo Mobile Text Banking Service.

#### Prompt notification of theft or destruction of equipment

You agree to timely notify the Bank in the event you lose, change, or destroy the device whose phone number is registered with the Wells Fargo Mobile Text Banking Service.

#### Naming of accounts

You agree not to use any personally-identifiable information when providing shortcuts or creating nicknames to your eligible accounts.

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## Terms of use to Wells Fargo Mobile Text Banking Service

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### Termination

To terminate this *service*, from your mobile device text STOP to 93557 and press SEND. Wells Fargo may send you follow up text messages to confirm your termination. You agree you are providing prior express consent to receive follow up text if applicable.

These terms of use will be in effect from the date your registration is submitted by you and accepted by the Bank and at all times while you are using the Wells Fargo Mobile Text Banking Service. Either you or the Bank may terminate your use of the Wells Fargo Mobile Text Banking Service or any product within the *service* at any time with or without notice. All applicable provisions of these terms of use shall survive termination by either you or the Bank.

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### Limited liability for use of the Wells Fargo Mobile Text Banking Service

We hope you will find the Wells Fargo Mobile Text Banking Service to be a useful and reliable *service*. However, neither the Bank nor the Wells Fargo Mobile Text Banking Service providers can make any representation or warranty that you will have continuous or uninterrupted access to the Wells Fargo Mobile Text Banking Service or any of its content or functions, or that any of the functions of the Wells Fargo Mobile Text Banking Service will be error-free. THE SERVICE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE," AND THE BANK, AND OUR WELLS FARGO MOBILE TEXT BANKING SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY RELATING TO THE WELLS FARGO MOBILE TEXT BANKING SERVICE (INCLUDING, WITHOUT LIMITATION, ITS PERFORMANCE, AVAILABILITY, CONTENTS, OR FUNCTIONS), INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND TITLE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE WELLS FARGO MOBILE TEXT BANKING SERVICE (INCLUDING ANY ASSOCIATED SOFTWARE OR OTHER MATERIALS SUPPLIED IN CONNECTION WITH THE WELLS FARGO MOBILE TEXT BANKING SERVICE, IF APPLICABLE) SHALL BE FOR THE BANK TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AN ADJUSTMENT OR REPAIR OF THE WELLS FARGO MOBILE TEXT BANKING SERVICE. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to you. You may also have other legal rights, varying from state to state. YOU UNDERSTAND THAT THERE ARE RISKS ASSOCIATED WITH USING A MOBILE DEVICE, AND THAT YOU WILL ADHERE TO YOUR RESPONSIBILITIES AS OUTLINED IN THE SECTION ENTITLED **YOUR RESPONSIBILITIES**.

## Terms of use to Wells Fargo Mobile Text Banking Service

### Indemnification

You agree to indemnify, defend, and hold the Bank and its *affiliates*, officers, directors, employees, consultants, agents, Wells Fargo Mobile Text Banking Service providers, and licensors, parent, *affiliates*, and shareholders harmless from any and all third party claims, liability, damages, and/or costs (including, but not limited to, reasonable attorneys' fees) arising from:

- A third party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to the Wells Fargo Mobile Text Banking Service
- Any fraud, manipulation, or other breach of these terms of use by you
- Any third party claim, action, or allegation brought against the Bank arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase or sale of any goods or Wells Fargo Mobile Text Banking Services
- Your violation of any law or rights of a third party
- Your use, or the provision of the Wells Fargo Mobile Text Banking Service or use of your account by any third party
- Damages that result from misuse or loss of your phone or misuse of the Wells Fargo Mobile Text Banking Service

The Bank reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate at your expense with the Bank in asserting any available defenses. You will not settle any action or claims on the Bank's behalf without the prior written consent of the Bank.

### Contacting us

If you have any questions regarding these terms of use, or the Wells Fargo Mobile Text Banking Service, please contact us at 1-866-863-6762.

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## How to reach Wells Fargo

Wells Fargo Business Online®	wellsfargo.com/biz or 1-800-956-4442
Account assistance/customer inquiry (National Business Banking Center)	1-800-CALL WELLS (1-800-225-5935)
Los clientes que hablan español	1-877-337-7454
TTY/TDD for deaf or hard of hearing customers	1-800-877-4833
Investor services, Wells Fargo Advantage Funds®	1-800-222-8222
Wells Fargo Mobile® Text Banking Service	1-866-863-6762 or wellsfargo.com/mobile

**For all other accounts, please refer to your statement for contact information.**

Wells Fargo's National Business Banking Center (NBBC) offers free unlimited automated telephone banking service to all our business customers. There is also no charge to speak with a phone banker.





WELLS  
FARGO

## **Contrato de Cuenta Comercial**

**Información legal importante,  
declaraciones informativas,  
y términos y condiciones que  
necesita saber**

Vigente a partir del 1 de abril de 2013

Juntos llegaremos lejos





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